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AD116366

CONTRACT

For the Period

July 1, 2008 through June 30, 2011

By and Between

THE UTICA ADMINISTRATORS ASSOCIATION

AND

THE UTICA CITY SCHOOL DISTRICT

* * * *

THE UTICA CITY SCHOOL DISTRICT

UTICA, NEW YORK

13501

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

APR 16 2009

ADMINISTRATION

No. of Employees Covered
43

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ARTICLE I

Recognition

1:01 The Board recognizes the Utica Administrators Association (hereinafter referred to as the UAA) for the purpose of collective negotiations pursuant to the Public Employee's Fair Employment Act as the exclusive representative of a negotiating unit consisting of all members of the Administrative Staff of the Utica City School District during the regular school year on tenure or probationary appointment, except the Superintendent of Schools, confidential employees, and any administrator whose remuneration is based on less than half of the annual salary for that position.

1:02 Agency Fee

The UAA affirms that it has adopted procedures for refund of Agency Fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provision for Agency Fee deduction will continue in effect as long as the UAA maintains such procedure. The Agency Fee deduction shall be made following the same procedures as the deduction of Association dues.

It is specifically agreed that the Utica City School District and the Board of Education will assume no obligations, financial or otherwise, arising out of the provisions of this section and the UAA agrees that it will indemnify and hold the District and the Board safe and harmless from any and all claims of access, demands, suits, or proceedings by any employee or any other party arising from deductions made by the District or Board in remitting to the UAA dues and any other fees specified in this section.

1:03 Bargaining Unit Definition

The term administrator, for the purpose of this Agreement, shall include all employees who are responsible for supervising professional employees and whose job titles are specifically designated as of an administrative nature.

1:04 In the event that a representative of the UAA has to be absent from his/her responsibilities on authorized official school business, subject to approval by the Superintendent of Schools; such absence shall be without loss of compensation or personal leave day.

ARTICLE II

Negotiation Procedure

- 2:01 The parties agree that no earlier than December 1, but no later than February 1 of the year in which the contract expires, they will enter into collective negotiations in accordance with the procedures set forth immediately below.
- 2:02 The parties agree that a good faith effort will be employed in an effort to reach agreement on all matters raised by either party concerning the terms and conditions of administrators' employment. In the spirit of good faith negotiations, each party will mutually pledge in writing that their representatives (negotiators) are clothed with all necessary power and authority to make and consider proposals and counter-proposals, and to reach compromises in the course of negotiations.
- 2:03 The Board agrees that it will provide the Association with copies of the Tentative Budget and such other public information as is required for the Administration and/or negotiation of this or any successor Agreement.
- 2:04 It is understood and agreed that the Agreement reached by the representative negotiating teams is subject to ratification by the Board of Education and by the Utica Administrators Association.
- 2:05 Negotiations may be deemed by either party to have reached an impasse one hundred twenty (120) days prior to July 1, and either party may then request the State Public Employment Relations Board to assist the parties in reaching an agreement through the assignment of a mediator. If, as a result of such mediation assistance, the parties are still unable to reach agreement, the Fact-Finding process may be invoked.
- 2:06 Before the Board of Education adopts any changes in policy which affect salary, hours or any other term or condition of employment which is covered by terms of this Agreement, the Board of Education will notify the Association in writing that it considers such a change. The Association will have the right to negotiate such items with the Board of Education. (Note: This restricts negotiations exclusively to those items to which the Utica Administrators Association is entitled under the Taylor Law.)

ARTICLE II (continued)

- 2:07 The provisions of this Agreement will be incorporated into and be considered part of the established policies of the Board. All existing policies affecting salaries, hours and other terms and conditions of employment will remain in force and effect unless they are inconsistent with the terms of this Agreement, in which case the terms of this Agreement shall prevail. Any individual arrangement, agreement or contract between the Board and an individual administrator hereafter executed will be subject to and consistent with the terms and conditions of this or subsequent Agreements to be executed by the parties. If any individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, will be controlling.
- 2:08 If any provisions of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 2:09 If joint meetings between the negotiating committees of the Utica Administrators Association and the Board of Education are scheduled during the school day, members of the Association's committee shall be released from their regular duties without loss of salary.

ARTICLE III

Grievance Procedure

3:01 Intent - It is the primary purpose of the Grievance Procedure to secure, at the earliest possible stage, equitable resolutions to alleged grievances. Except as it is necessary for the purpose of implementing this section, the parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any stage of the Procedure. Nothing contained herein shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the Administration.

3:02 Definition

- (a) Grievance: A grievance shall mean any claimed violation, misinterpretation of the express provisions of this Agreement or a dispute with respect to its meaning or application as well as administrative orders or work rules of the School District affecting the working conditions of the administrators.
- (b) Supervisor: The term supervisor shall mean the individual having direct line responsibility over the administrator or group of administrators filing the grievance.
- (c) Aggrieved Party: An aggrieved party may be an individual administrator, a group of administrators, the Utica Administrators Association and the Board of Education or Superintendent of the Utica City School District.

3:03 General Conditions

- (a) The Association may file a general grievance directly with the Superintendent; if, in the opinion of the Association, the grievance affects a group of administrators or the alleged violation of the Agreement has system-wide implications.
- (b) Any grievant may be represented at all meetings and hearings at all stages of the Grievance Procedure. In the event the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all steps, except where the grievance involves only questions of fact peculiar to the individual grievant.
- (c) All meetings involving grievances will be held during unassigned time of the school day or after school hours and shall be considered as confidential.

ARTICLE III (continued)

- (d) All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- (e) The grievant shall have the right to present his/her grievance free from interference, coercion, restraint, discrimination or reprisal.
- (f) If the provision of this Grievance Procedure or any application thereof to any administrator or group of administrators in the Bargaining Unit shall be finally determined by any court to be contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- (g) The existence of the Procedure hereby established shall not be deemed to require any administrator to pursue the remedies hereby provided and shall not, in any manner, impair or limit the right of any administrator to pursue any other remedies available in any other form.
- (h) No written grievance will be entertained by the Association and will be deemed waived unless the written grievance is processed at the proper step within fifteen (15) working days after the administrator knew or should have known the grievance existed.

3:04 Time Limits

Time limits are hereby established in the Grievance Procedure to insure that the alleged grievance will be handled with dispatch. If either party to the Agreement fails to answer or appeal the grievance within the time limits specified, unless extended by mutual consent, the grievance shall automatically be appealed to the next step or be considered to have been answered satisfactorily, whichever the case may be. It is understood that when the time limit extends into one of the school recess or vacation periods, the parties will agree upon a mutually satisfactory date for an answer to be forthcoming.

ARTICLE III (continued)

3:05 Procedure

- (a) Step 1. Any administrator having a grievance or any one (1) designated member of a group having a grievance will discuss the grievance with that administrator having the immediate authority to resolve the grievance, either individually or with a representative designated by the UAA. The administrator with whom the grievance is discussed, as outlined above, shall render a decision to the grievant within three (3) school days of the date the complaint was first orally discussed with him/her by the grievant. In the event the complaint is not resolved to the satisfaction of the grievant, he/she shall reduce the complaint to writing on the grievance form provided, sign the grievance and present it to the administrator who shall render a written decision within two (2) school days after the written grievance is presented to him/her.
- (b) Step 2. If the written answer in Step 1 does not resolve the grievance, it may be appealed to Step 2 of the Procedure within ten (10) school days of the receipt of the written answer in Step 1. The Superintendent or his designated representative shall, within five (5) school days of the date of the appeal, meet with the parties and attempt to arrive at a resolution of the grievance. The Superintendent or his designated representative shall render a decision within five (5) school days of the date of the hearing. In the event a satisfactory settlement is not reached in Step 2, the grievance may be appealed to Arbitration as outlined in Section 3:06 immediately below.

3:06 Arbitration

- (a) Notice of intent to appeal any grievance to an arbitrator shall be filed with the Superintendent within five (5) school days after the written decision has been given under Step 2 of the Grievance Procedure. If such notice is not received by the Superintendent within the five (5) school days referred to, unless mutually extended, the decision in Step 2 shall be final.
- (b) Within five (5) days after a grievance has been appealed to arbitration, a representative of the Association and a representative of the Superintendent will meet to select an arbitrator to whom the case will then be submitted.

ARTICLE III (continued)

- (c) If an arbitrator is not agreed upon by the parties within ten (10) school days of the date the grievance was appealed to arbitration, the parties shall request the American Arbitration Association to submit the names of five (5) arbitrators. The parties will attempt to agree on one (1) of these five (5) as an arbitrator. If no agreement is reached on one (1) of the five (5), the parties shall request the American Arbitration Association to submit the name of one (1) arbitrator, not included in the five (5) names previously furnished, who will be the arbitrator.
- (d) The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) calendar days from the close of the hearing. Four (4) copies of the award shall be signed by the arbitrator, two (2) copies of which shall be delivered or mailed to each of the parties to the Agreement.
- (e) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. His/her decision shall be limited strictly to the application and interpretation of this Agreement, and shall be final and binding on both parties.

The arbitrator shall be further without power or authority to make any decision:

- (i) involving Board discretion or Board policy under the provisions of this Agreement, under Board By-Laws, or under applicable law, except that he/she may decide in a particular case based on a provision of this Agreement involving Board discretion or Board policy, whether the Board applied such discretion or policy in a manner which is arbitrarily or capriciously inconsistent with the general practice followed throughout the District in similar circumstances.
- (ii) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its By-Laws, applicable law, and rules and regulations having the force and effect of law.

ARTICLE III (continued)

- (f) Regardless of the outcome of the grievance submitted to arbitration, costs thereof shall be borne by both parties to the dispute, share and share alike. Such costs will be limited to the arbitrator's fees and expenses. The cost of any additional services required by either party shall be borne by the party requesting these additional services unless mutually agreed by the parties to share such costs.
- 3:07 An appropriate form will be designed jointly between the UAA and school district officials to implement the existing grievance procedure in the agreement between the U.A.A. and school district.
- 3:08 In the event that a grievance is filed against an administrator, immediate notice of the grievance will be made to the administrator. A copy of the grievance will be sent to the administrator within three (3) days of receipt by the school district official.

ARTICLE IV

Administrators -- Board of Education Liaison

- 4:01 Meetings of the Administrative Council as may be called by the Superintendent or his designee must be attended by all members represented by the UAA unless excused by the Superintendent or his designee. Assistant Principals will attend meetings of the Administrative Council when specifically directed or authorized by the Superintendent or his designee.
- 4:02 The President of the Board of Education, Superintendent of Schools and President of the Utica Administrators Association shall meet at intervals as shall be mutually agreed upon.

ARTICLE V

General Conditions

5:01 Principals may request funds for noon-time recreation activities when there are more than thirty (30) children and when pupils cannot go outside because of very bad weather.

5:02 Contingency Fund

The principal/administrators of each school building/office shall have a contingency fund of \$200 annually within the regular school instructional budget, to be spent at his/her discretion according to existing financial policies of the school district for the improvement of educational opportunities of the pupils assigned to the schools.

5:03 All medical examinations and tests related to position vacancies, initial employment, transfers, etc., when required, will be paid by the District. The choice of physician will remain with the administrator in all cases.

(a) Standard immunization when required by law will be paid by the District.

(b) Periodic chest X-rays and diagnostic tests for T.B., etc., when required by the public health laws, will be paid by the Board or the requesting agency.

(c) A copy of any report of an examination or test returnable to the District will be delivered immediately to the administrator.

5:04 All administrators will be involved in the preparation of budget items of concern to their areas of responsibility and may be consulted in the final formulation of these budget figures within the sphere of their area(s) of responsibility(s).

5:05 Administrators will receive copies of the Superintendent's Report to the Board as soon as possible following the regular meeting of the Board.

5:06 The association and the district agree to establish an equal member committee(s) to study the following association and district concerns:

(a) The equalization of support staff and professional support staff to the educational levels and buildings within the district.

(b) The placement of special education classrooms and the administrative impact of such placement.

(c) A review of abnormal working conditions that create a stressful working environment.

ARTICLE V (continued)

5:07 The District shall reimburse eligible administrators for mileage connected with required use of the administrator's automobile and performing District assigned duties. Mileage reimbursement shall be at the IRS rate, with a cap of \$450.00 annually.

- (a) Retroactive to July 1, 2008, the Director of Fine Arts will be reimbursed for mileage connected with required use of his/her automobile and performing District-assigned duties at the IRS rate, with a cap of One Thousand, Two Hundred Dollars (\$1,200.00) annually.
- (b) Retroactive to July 1, 2008, the Director of Physical Education will be reimbursed for mileage incurred due to required participation for either meetings or athletic events which require travel of more than thirty (30) miles one way at the IRS rate, with no cap. The Director of Physical Education will be reimbursed for all other mileage connected with the required use of his/her automobile and performing district-assigned duties at the IRS rate, with a cap of \$450.00.

ARTICLE VI

Teacher Employment and Recruitment

6:01 Staff Recruitment

Whenever possible, administrators will have the opportunity to recruit, interview and assist the Deputy Superintendent and/or Director of Personnel in the selection of candidates concerning the hiring of teachers, secretaries, aides, counselors, social workers, custodial staff, building personnel per se, and/or anyone supervised and/or evaluated by the administrator. The administrator shall also have the opportunity to make recommendations as to their suitability for employment. Credentials of the candidates should be made available to the administrator prior to his/her interview with the candidate.

6:02 New Staff Members

During budget planning of each year, the appropriate administrator may be allowed the opportunity to recommend how many teachers, aides, monitors, clerical and custodial help will be needed for the coming school year to implement the educational program of his/her school or department. The Superintendent and/or his/her designee may meet with administrators individually and/or collectively to review staffing needs during the budget development period.

ARTICLE VII

Teacher Assignments

7:01 Notification

All building principals will be notified in writing by the first working day in August of any known new teachers assigned to their staff for the coming school year.

7:02 Teacher Transfer

When a teacher is transferred to another school, the principals involved shall be informed of reasons for such transfer and be given an opportunity to express their comments regarding the transfer to the Director of Personnel.

ARTICLE VIII

Transfer of Administrators

8:01 Voluntary Transfers

Only when a vacancy exists, or is created, Administrators who wish to transfer from one assignment to another will apply in writing to the Superintendent of Schools.

8:02 Involuntary Transfers

- (a) Any involuntary transfer will be made only after a meeting with the administrator and notification of the reasons for the proposed transfer has been stated in writing.
- (b) In the event of an involuntary transfer of an administrator to a position of lesser responsibility in the same classification or if it otherwise becomes necessary, the administrator will be transferred at the same salary and will continue on that step until the salary schedule for the new position entitles him/her to an upward adjustment in salary. Under no circumstances will there be a decrease in salary.

ARTICLE IX

Vacancies and Promotions

9:01 Posting

- (a) All vacancies in administrative and supervisory positions or newly created positions in this bargaining unit, will be advertised by the Superintendent, or his designee. Such announcements will set forth a description of the position, qualifications for the position, salary and procedure for application.
- (b) Job descriptions shall be made available to all applicants for administrative, supervisory, and director positions.
- (c) In the case of a vacancy occurring during the summer vacation, the President of the Association shall be notified of the vacancy.

9:02 Selection

- (a) All candidates will be reviewed by a Screening Committee which shall include one (1) administrator appointed by the Association.
- (b) The district in recognition of loyal service to the district shall grant an interview of any unit member who has applied for any posted unit or available administrative position.

9:03 Notification

The President of the Association shall be notified if a new administrator is eligible to be represented by the UAA bargaining unit. If the appointee is eligible, the President of the Association shall receive notice of salary placement.

ARTICLE IX (continued)

9:04 Summer School Appointments for Administrators

- (a) All administrators shall have the right to apply and be considered for any summer school teaching position and, if so appointed, will be compensated at the same rate of pay as other summer school teachers.
- (b) All administrators shall have the right to apply and be considered for any summer school principalship and, if so appointed, will be compensated at the same rate of pay as other summer school principals.
- (c) The days worked by an administrator appointed to a summer school principalship or teaching position shall not be considered as accruing towards the administrator's last ten work days of August outlined in Article XIX or the first ten (10) work days of July exclusive of holidays. Substitute days for these ten (10) July days, are allowable with Superintendents approval. Request must be made five (5) days in advance.

Elementary and Assistant Principals shall be required to work the first ten (10) days of July exclusive of holidays and will be placed on salary schedule B.

It is further understood that duties assigned during this ten (10) day period will include, but is not limited to: scheduling, staff development, interviewing, planning and curriculum development, but excludes (supervision of staff and students).

- 9:05 (a) For the purpose of per diem calculation within this agreement a rate of 1/220 shall be used for all eleven month employees and a rate of 1/240 shall be used for all 12 month employees.
- (b) The salary for an administrator moving from an eleven month to a twelve month position is calculated by taking the current eleven month base plus adding ten days at the 1/220 per diem amount and placing the administrator on the twelve month scale at the next step below the calculated amount.

ARTICLE X

Evaluation

- 10:01 The primary purpose of professional evaluation is the improvement of instruction. Secondary goals are the promotion of professional growth and the necessary requirements as mandated by the New York State Tenure Law.
- 10:02 All professional staff members will be evaluated by their immediate supervisors on the basis of the procedure outlined below. Each administrator will have the right, after each evaluation interview with the supervisor, to include written remarks, statements, etc., concerning the evaluation. Such written remarks will be made on the original evaluation form or on attached sheets and the existence of such attached sheets will be properly noted in the original evaluation form. Signatures of both the administrator and the evaluator will be affixed to these statements.
- 10:03 The signature of the administrator on the evaluation form is to be considered as acknowledgement that the evaluation has been discussed with the administrator and does not necessarily constitute agreement with the evaluation.
- 10:04 In the evaluation of the performance of an administrator the immediate supervisor has the obligation of identifying inadequacies, if any, and recommending in writing the methods of correcting such inadequacies.
- 10:05 The Superintendent or immediate supervisor shall have conferences with the administrator concerning performance. An administrator may submit a written request for a written evaluation at any time.
- 10:06 Non-Tenure Administrators
- (a) Observations of first-year administrators during the first semesters should be for rendering assistance by the Superintendent or his designee.
 - (b) On or before April 1, the immediate supervisor will prepare a written evaluation for each non-tenure administrator under his/her direction.
 - (c) The evaluation will include a clearly stated recommendation concerning the administrator's status for the following school year. In the event an administrator is not to be continued in his/her present administrative assignment, he/she shall be notified of such fact no later than April 1 of the current school year.

ARTICLE X (continued)

10:07 Tenured Administrators

The Superintendent or his representative will prepare, prior to April 1, a brief written report on the performance of each tenured administrator giving recognition to the positive aspects of evaluation.

10:08 General Conditions

- (a) The above-stated procedures do not preclude informal evaluation between administrators and Superintendent which need not be placed in the administrator's personnel file.
- (b) Every administrator will have the right, upon request, to review the contents of his/her own personnel file. He/she will also have the right to make copies of any documents in his/her file. A representative or legal counsel, so designated by the administrator, may accompany the administrator in this review.
- (c) Appeal of an individual's evaluation may be made in conformance with the Grievance Procedure as defined in Article III of this Agreement, up to and including Step 2.

ARTICLE XI

Leaves of Absence

11:01 Leaves of Absence for Reason of Ill Health

All full-time administrators are entitled to be absent from work because of personal illness or disability (including maternity) or because of the presence of a contagious disease in the family, without loss of pay in accordance with the conditions listed below:

- (a) Both eleven (11) month and twelve (12) month Administrators shall be credited with one (1) day of sick leave for each month worked to a maximum of eleven (11) days for 11 month employees and twelve (12) days for 12 month employees per calendar year.
- (b) Accumulation of unused sick leave days shall be unlimited. Unused sick days shall be paid at the rate of \$20.00 per day to a maximum of 250 days. No payment shall be made for accumulated sick days above 250.
- (c) Administrators must notify the Superintendent or his designee by 7:30 A.M. of their absence that day from their duties due to illness or disability.
- (d) In the event that accumulated sick leave is exhausted, the Board, upon the recommendation of the Superintendent, and medical verification, may grant a leave of absence not to exceed one (1) year to any administrator without pay because of personal illness or disability, including pregnancy. A written request for an extension of such leave may be submitted to the superintendent and must be accompanied by medical verification. Initial leave and any extension may not normally exceed a combined duration of two (2) years.
- (e) Other Leave Days - In a case where an administrator is quarantined by action of the Health Department in his/her work place or residence because of illness or a contagious disease contracted within the course of employment by contact with a student or another School District employee, accumulative sick leave shall not be charged and salary deduction shall not be made for duration of the quarantine period.
- (f) At the beginning of each school year, each administrator will be provided with a record of the number of his/her accrued sick leave days. Such record will also be made available any other time to an administrator upon request.

ARTICLE XI (continued)

11:02 Leave of Absence for Association Activities

Upon written request, the Board agrees to grant an unpaid leave of absence to one (1) Administrator designated by the Association for the purpose of engaging in Association activities or if the purpose of such leave is to engage in activities of a national organization, the organization must be related to the field of the administrator requesting such leave. A leave of this nature will be limited to one (1) year in length. Upon return from leave, the administrator will be considered if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved had he/she not been granted the leave.

11:03 Military Leave

A military leave of absence will be granted to any administrator as provided by Federal and State Military Laws. Upon return from such leave, the administrator will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved had he/she not been granted the leave.

11:04 Peace Corps or V.I.S.T.A. Leave

- (a) Leave of Absence without pay will be granted for up to two (2) years to any administrator who joins the Peace Corps or V.I.S.T.A. as a full-time participant in such program.
- (b) Any period so served will be applied to the salary schedule annexed hereto as if such period had been served by the Administrator in the City School District.

11:05 Personal Leave

Upon presentation of reason satisfactory to the Superintendent, an unpaid leave of absence for personal reasons shall be granted for a period not to exceed one (1) year. Extension of such leave may be granted at the discretion of the Board, up to a combined duration for the original leave and extension not to exceed two (2) years.

ARTICLE XI (continued)

11:06 Child Care Leave

- (a) Any administrator shall be granted, upon written application, a child care leave of up to one (1) year which shall be without pay or increment and for a period of one year. Any such leave which is for less than a full year, must terminate at the completion of the semester in which such leave is commenced, or at the end of the following semester.
- (b) An administrator who adopts an infant child will be eligible for a leave of absence of up to one (1) year subject to the conditions of the Child Care provisions of this section. Application for such leave should be made as early as possible prior to adoption.

11:07 SABBATICAL LEAVE

- (a) Eligibility

Eligibility for Sabbatical Leave is restricted to those members of the administrative staff who have seven (7) years of service in the Utica Public Schools and certification as an administrator.

- (b) Length of Sabbatical Leave

A Sabbatical Leave may be granted for an entire school year, for a summer, for one semester, or for three semesters as approved at the time of the granting of the leave. In the event a Sabbatical Leave is granted for one semester, such leave will normally be for the fall term, but the request for such a leave during the spring term will be considered provided a qualified replacement can be provided.

ARTICLE XI (continued)

(c) Applications for Sabbatical Leave

Applications for Sabbatical Leave will be subject to the following conditions:

- i. If the Sabbatical Leave is to start at the beginning of the fall term, the application must be filed no later than April 1 of the previous school year.
- ii. If the Sabbatical Leave is to start at the beginning of the Spring Term of the School year, the application must be filed no later than October 1 of that particular school year.
- iii. If the Sabbatical Leave is to start at the beginning of the Summer term (July 1) of the School year, the application must be filed no later than February 1 of the previous school year.
- iv. Comprehensive statements outlining the plans of the petitioners for the period of the Sabbatical Leave must be submitted to the Director of Personnel within forty-five (45) days from the day of application. The Director of Personnel will present the application and comprehensive statements to the Selection Committee no later than fifteen (15) calendar days after the submission of the comprehensive statements. Recommendations of the Selection Committee for approval will be made to the Board of Education. Notification of the Board of Education's decision will be made, in writing, within five (5) calendar days after the next regular meeting of the Board of Education.

(d) Selection Committee

The following shall be members of the Selection Committee:

The Superintendent of Schools, Director of Personnel, a confidential Administrator selected by the Superintendent of Schools, the President of the UAA, and two members of the UAA designated by the UAA Executive Board.

ARTICLE XI (continued)

(e) Guidelines for Selection

Sabbatical Leave shall be granted on the basis of all of the following guidelines:

- i. The requested leave will improve the professional competence of the individual.
- ii. The study to be accomplished during the leave shall be related to the individual's academic area or areas of study, or present area of assignment.
- iii. The proposed course of study shall be of future demonstrated value to the school system.

(f) Salary Consideration

The salary paid to an individual on Sabbatical Leave, will be in accordance with the regular pay schedule in effect at the time of the commencement of such leave.

(g) General Conditions: Governing Sabbatical Leave

- (i) The number of professional personnel on leave for study in one school year will be limited to a number not greater than two (2%) percent of the total professional staff, subject to the terms of the Agreement.
- (ii) Professional personnel on leave will sign a written agreement to return to the Utica School System for a period of two (2) years following the expiration date of the Sabbatical Leave. It is further understood and agreed that if the Administrator, having been granted Sabbatical Leave, does not return to his/her administrative position in the System (except in the case of death of the individual or where the Board waives the requirement by reason of unusual circumstances) he/she shall be liable to repay the School District all the monies paid him/her by the District while on such Leave. If, having returned from Leave, the administrator leaves the employment of the District of his/her own volition, he/she shall repay the District, on a pro-rata basis, for each day of the unfilled two (2) year period.

ARTICLE XI (continued)

- (iii) An administrator granted a Sabbatical Leave will retain seniority, retirement and all other rights afforded by the Utica School District and will automatically acquire any additional benefits granted by the Board.
- (iv) Every effort will be made to return the individual to the assignment held prior to the granting of the Sabbatical Leave.
- (v) Individuals granted Sabbatical Leave will not be eligible for consideration of an additional leave until he/she has served (7) additional years in the employment of the School District.
- (vi) While final approval of a Sabbatical Leave is the function of the Board, no such leave will be presented to the Board for approval unless it has been recommended by the Selection Committee.

11:08 Exchange Administrator Leave

- (a) Upon the recommendation of the Superintendent of Schools, leave for exchange administrative positions under either national or international programs may be granted by the Board to administrators who have successfully completed the entire probationary period in the Utica City School District.
- (b) The Board shall compensate any administrator granted exchange teacher leave on the basis of said administrator's regular salary status. Any period served as an exchange administrator shall be applied to the salary schedule annexed hereto as if such period had been served by the Administrator in the Utica City School District.

ARTICLE XI (continued)

11:09 General Conditions Governing Leaves of Absence

Unless explicitly stated otherwise in the particular section covering an extended leave of absence, the following regulations will govern all leaves of absence.

- (a) All benefits to which an administrator would be entitled were he/she not on leave will be suspended for the duration of such leave, including accumulation of sick leave.
- (b) A non-tenured administrator on leave of absence does not accumulate service for the purpose of tenure. Upon return from such leave, the administrator's probationary period will be extended for a period which will equal the difference between the service rendered the School District and the length of the probationary period.
- (c) An administrator on an unpaid leave of absence may continue his/her health insurance program provided he/she pays the full cost of such an insurance program.
- (d) An administrator returning from leave will be placed on the same level of the salary schedule he/she was on when the leave commenced.
- (e) All benefits to which a tenured administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon return, and he/she will be assigned to the same position which he/she held at the time of such leave or to an equivalent position.
- (f) All requests for leave, extensions, or renewals will be applied for in writing. Confirmation of the approval or denial of the leave, extension or renewal will also be in writing within thirty (30) calendar days following final action by the Superintendent of Schools and the Board of Education on the request for leave.
- (g) It will be the responsibility of the administrator on leave of absence for a school year or more to notify the Director of Personnel, in writing, of his/her intention to return from leave of absence at least sixty (60) calendar days prior to the expiration date of such leave. Unless such written notice is received within sixty (60) calendar days of the expiration date of the leave, the administrator will be considered to have voluntarily resigned.

ARTICLE XII

Temporary Absence

12:01 A temporary absence is defined as absence on an individual day for any reason whatsoever, excluding sick days.

12:02 During the course of employment, administrators may find it necessary, for various reasons, to be absent from their assigned positions for temporary and brief periods of time. To regulate such absences the Board of Education and the UAA agree to the following provisions for temporary absences:

In case of individual temporary absences, the administrator must submit a Leave Form to his/her Supervisor as soon as possible after the need for such absence is known. Such notification may be made orally but must be confirmed in writing within five (5) school days of the oral notice. The Supervisor will note receipt of the form with signature and forward said form to the Director of Personnel for approval of payment.

A special form is provided for requesting payment for temporary absence.

12:03 The following temporary or personal days of absence with pay shall be effective during the life of this Agreement:

- (a) Three (3) personal days to conduct compelling personal business which cannot be conducted outside of normal school hours.
- b) Unused personal leave days will automatically accumulate as additional sick leave days at the close of each school year. Administrators not using any personal leave will accumulate four (4) sick leave days for the year.

12:04 Personal leave may not be taken the day immediately before or after a holiday or recess period without prior approval by the Superintendent of Schools.

12:05 Absence due to death in the immediate family

- (a) Each full-time administrator will be entitled to be absent because of a death in the administrator's immediate family for a maximum of five (5) school days which fall within a bereavement period of seven (7) consecutive calendar days commencing with the date of death. This bereavement period shall not be extended by a weekend, a holiday, a school recess or any other school closing.

ARTICLE XII (continued)

- (b) The immediate family, for purposes of this section, is defined as husband, wife, mother, father, brother, sister, child, mother-in-law, father-in-law, of the administrator and members of the family not defined above who reside with the administrator.

12:05 Absence due to death other than the immediate family

- (a) In the event of the death of a member of the family other than those listed in 12:05 (b) above, an administrator will be entitled to one (1) day with pay to attend the funeral.
- (b) For purposes of this section the word "family" is confined to direct blood relationship but limited to aunt, uncle, grandmother, grandfather, niece or nephew or through marriage but limited to brother-in-law, sister-in-law, grandmother-in-law and grandfather-in-law.

12:06 Absence because of required legal proceedings

- (a) Any administrator required to be absent because of an appearance in any legal proceeding connected with his/her employment or with the school system, for the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved, will be excused from his/her scheduled assignment and paid for such absence under the following conditions:
 - (i) He/she notifies his/her immediate supervisor as early as possible prior to his/her required attendance at court.
 - (ii) He/she reimburses the School District for any fees he/she may receive as a juror or witness, exclusive of travel allowance.
 - (iii) He/she supplies his/her immediate supervisor with evidence of having appeared in court for the reason or reasons outlined in Section (a) immediately above.

ARTICLE XII (continued)

12:07 An administrator is entitled (1) day of absence, with pay, at the time of the birth of a child.

12:08 General Conditions

It is understood and agreed that such absence with pay as described in this Article are non-accumulative and are not charged to sick leave.

12:09 The Board may, at its discretion, require medical proof of illness for any period of absence due to sickness or disability which extends beyond a ten (10) day period.

ARTICLE XIII

Professional Development

- 13:01 The Board will give consideration to the development of programs for the professional improvement of administrators.
- 13:02 As funds become available, money will be set aside for implementing such professional development proposals emanating from the administrative staff and dealing with professional growth and inservice training.
- 13:03 This program shall ultimately encourage the development of professional improvement through legitimate, individual and original research directly related to the actual problems of the Utica School District.
- 13:04
- (a) Recognizing that professional growth is an on-going process, administrators may be allowed, with the approval of the Superintendent of Schools, to take up to two (2) visitation days per year to visit other schools in the Utica District, or educational facilities outside of Utica.
 - (b) When visiting schools outside of the Utica District, administrators may draw upon their conference attendance allowance to finance such activities. Such visits are subject to prior approval by the Superintendent of Schools and the Board of Education.
- 13:05 In order that members of the Bargaining Unit maintain professional competence, excused absences with pay will be granted to any member of the Unit to attend professional meetings, conferences and workshops when approved by the Superintendent and the Board of Education.

ARTICLE XIII (continued)

13:06 The following procedure will be followed by all administrators in requesting approval to attend professional meetings:

- (a) Conference attendance requests must be submitted on the standard conference forms provided.
- (b) Requests for authorization to attend a conference must be submitted to the Superintendent at least three (3) weeks in advance of the Board meeting at which authorization is requested.
- (c) In the event the reservations must be made in advance, the administrator must submit the request at least one (1) month prior to the month during which the conference occurs.
- (d) Under certain circumstances, e.g., invitations to conferences extended to professional personnel where one (1) month notice is not given to the recipients, the Superintendent of Schools is authorized to waive the one (1) month time limit listed in paragraph (c), immediately above.
- (e) The conference form, when approved, will be returned to the administrator together with an expense voucher which will subsequently be submitted to the Business Office after the conference. Each administrator must file a written conference attendance report to the Superintendent of Schools concurrent with the submission of the expense voucher.

13:07 (a) Each Central Office Administrator shall be entitled to receive up to a maximum of \$400 and Building Administrators up to a maximum of \$800.00 for legal expenses as established by law for approved conference attendance and travel.

- (b) Of the above amount of \$400 or \$800.00, up to a maximum amount of \$100 may be claimed for legal travel expenses as established by law. All travel expense claims are to be accompanied by descriptive documentation describing the purpose, date and mileage of each trip.
- (c) When the District requires that a member of the UAA attend a conference or workshop, any costs incurred shall be borne by the District, and shall not be charged to the Administrator's conference account.

ARTICLE XIII (continued)

- 13:08 The Board of Education shall provide four (4) Association days in each school year to be used at the discretion of the president of the UAA or his/her designee for the purpose of attending to association administrative professional development. Said days shall not be cumulative from school year to school year.

ARTICLE XIV

Sick Bank

- 14:01 A sick bank shall be established through contribution of earned sick days by active employees represented by the UAA. The initial and continued funding of the sick bank shall be by contribution from the UAA members. Said contributions by UAA employees will consist of a donation of said employees earned sick days to said bank for the use by UAA members.

A committee appointed by the UAA shall be established to formulate the rules and regulations of said sick bank. The rules and regulations shall be in place by June 30, 1989, in order to allow the sick bank to become operational in the 1989-90 school year and continue for the duration of the contract. The administration of said sick bank shall be the responsibility of the aforementioned committee.

Said sick bank shall only be used for a medically verified extended or terminal illness, and may not be used until an applicant's accrued sick time has been exhausted.

Effective November 25, 2008, upon an administrator's retirement, any unused sick days for which he/she will not receive payment pursuant to the collective bargaining agreement, will be credited to the sick bank.

ARTICLE XV

Protection

- 15:01 Administrators will report all cases of assault and/or personal property damage suffered in connection with their employment as soon as practical. Such reports shall be submitted, in writing, to the Superintendent.
- 15:02 The Superintendent or his designee will act in appropriate ways as a liaison between the administrator, the police and the courts, if the administrator so requests.
- 15:03 The Board will provide legal service, as outlined in Sections 3023 and 3028 of the New York State Education Law, where civil action is brought against an administrator based on disciplinary action against a pupil or any other act performed by an administrator in the discharge of his/her duties and within the scope of his/her employment.

ARTICLE XVI

Personal Injury Benefits

- 16:01 Administrators of the Utica City School District are covered by Workers' Compensation Insurance which protects them in case of accidents while on duty. No matter the extent of the accident or injury, each such occurrence must be reported as soon as practical to the Superintendent in accordance with established District policy.
- 16:02 When a regularly employed administrator is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an assault occurring in the course of his/her employment or as a result of personal injury influenced or brought about by a student, teacher, colleague or another individual as a result of an assault on such other individual and the administrator has not been personally negligent with reference to the incident, he/she will be paid his/her full salary during his/her absence from his/her employment up to a period of one (1) year. The amount of any weekly Workers' Compensation benefit awarded for temporary disability due to such injury will be paid to the Board in full by the employee and no part of such absence will be charged to his/her annual or accumulated sick leave.
- 16:03 In the event an administrator is injured in the normal course of employment, which injury is not subject to the provisions in Paragraph 16:02 above, and the injury is declared compensable under the Workers' Compensation Act, he/she may elect to substitute at the rate of one (1) day of sick leave for each three (3) full days of compensation reimbursement to the School District made to him/her by the Insurance Carrier. In no instance will the number of days claimed exceed the total number of sick days accrued. If the administrator does not make such election, he/she shall be entitled only to the compensation provided by the Workers' Compensation Law.

ARTICLE XVI (continued)

(Note of Explanation:)

Principal "X" draws an annual salary of \$15,000 for ten (10) month employment or \$75 per day. Compensation maximum payment is \$25 per day while out on the injured list. Therefore, if Principal "X" is out of work for 30 days (beyond original) on compensation and chooses to draw full salary, he/she would:

- (1) In effect, turn over his/her compensation payment to the School District.
- (2) Draw full pay for 30 days but would have deducted only 10 days of accumulated sick leave from his/her total.

Three (3) days of compensation equals \$75 or one (1) day of sick leave (\$75). Thus, three for one - three (3) compensatory days equals one (1) sick leave day.)

- 16:04 The School District will reimburse administrators for reasonable cost of replacing or repairing dentures, eye glasses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed or lost as a result of an injury sustained in the course of the administrator's employment when the administrator has not been personally negligent with reference to the incident.
- 16:05 The School District will reimburse administrators for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an administrator while the administrator was acting in the discharge of his/her duties within the scope of his/her employment when the administrator has not been personally negligent with reference to the incident.

ARTICLE XVII

Health Insurance

17:01

- (a) The District shall provide to UAA members health insurance coverage including Major Medical, Dental, Vision and Prescription Drug Insurance as currently provided by Blue Cross/Blue Shield. Such health insurance coverage as hereinafter outlined shall be subject to any changes which result from future negotiations between the District and the UAA prior to the expiration of the contract. The District and UAA agree to enter into negotiations regarding health benefits based upon the findings of the current Advisory and Review Committee. Effective 09/01/03, the attached Insurance Memorandum of Agreement is placed in force and will remain in force for the life of the memorandum (see attached).
- (b) For personnel hired on or before 12/31/77, premiums on such insurance shall be paid by the District at the rate of 100% for employees and 60% for dependents.
- (c) For personnel hired on or before 12/31/77, the District shall pay the health insurance premiums of the retired personnel at the following rates:

	<u>Retiree</u>	<u>Dependant</u>
Those retired between 9/1/64 and 2/1/70 -	50%	35%
Those retired between 2/1/70 and 2/1/74 -	100%	50%
Those retired after 2/1/74	- 100%	60%

This premium payment shall continue until the death of the person or voluntary withdrawal from the health insurance program, whichever occurs first.

Effective 11/25/08, any bargaining unit member hired after December 31, 1977 and before June 30, 2011 shall pay 10% of the cost of an individual health plan and/or 40% of the cost of the blended rate for dependent or family coverage, pursuant to the conditions herein below.

Any bargaining unit member hired after December 31, 1977 and before June 30, 2011 who retires on or after the ratification of this successor agreement may elect to receive health insurance benefits and shall pay 10% of the cost of an individual health plan and/or 40% of the cost of the blended rate for dependent or family coverage, pursuant to the conditions herein below. In order to qualify for health insurance benefits at retirement, an employee must have provided a total of ten (10) years service to the Utica City School District at the time of retirement.

Any bargaining unit member hired on or after June 30, 2011 shall pay 20% of the cost of an individual health plan and/or 50% of the cost of the blended rate for dependent or family coverage pursuant to the conditions herein below.

Any bargaining unit member hired on or after June 30, 2011 who retires may elect to receive health insurance benefits and shall pay 20% of the cost of an individual health plan and/or 50% of the cost of the blended rate for dependent or family coverage, pursuant to the conditions herein below. In order to qualify for health insurance benefits at retirement, an employee must have provided a total of ten (10) years service to the Utica City School District at the time of retirement.

Retiree health coverage will be provided through the District's Health Plan. Eligible unit members who retire during the life of this Agreement or who retire thereafter will have the following modifications made to the District's Health Plan as provided for by Blue Cross/Blue Shield: Co-payments for prescription drug card coverage shall be increased to \$5.00 for generic and \$10.00 for non-generic prescription drugs. Deductibles for unit members covered under the individual plan shall increase to \$100.00 and for unit members covered under the family plan shall increase to \$300.00 annually (effective 09/01/03).

The Utica City School District will only pay the premium paid for a retiree's health insurance coverage for a plan at the same or lower level as the plan utilized by the employee when he/she was an active employee at the time of retirement. For example, if an employee had single coverage while employed at the time of retirement, the District will not pay any additional premium to increase said coverage to include a spouse or other dependents after retirement. Instead, if the retiree wants to increase the coverage to include a spouse or other dependents after retirement, the retiree would be required to pay 100% of the cost of the blended rate for dependent or family coverage.

A retiree and his/her spouse receiving health insurance pursuant to this section must make application for Medicare as the primary insurer, upon thirty (30) days of reaching the eligibility age for Medicare. Upon qualifying for Medicare, the District's health insurance plan shall become secondary coverage.

Any employee hired after December 31, 1977, who retired prior to 11/25/08 and who has maintained district-sponsored health insurance at his/her own cost without a break in coverage shall be provided health insurance at the rates referenced above. In order to qualify for these health insurance benefits, the employee must have provided a total of ten (10) years service to the Utica City School District at the time of retirement.

ARTICLE XVII (continued)

17:02 Advisory Committee

There shall be participation by the UAA by membership on any ad hoc advisory committee formed by the Utica City School District to study the health insurance benefits for District professional employees, which includes other employee organizations.

17:03 Under no conditions shall the provisions of the Health Insurance Program or the share of the premium cost borne by the Board of Education be subject to the Grievance Procedure established in this Agreement.

17:04 The District agrees to comply with the health insurance related provisions of the Federal Consolidated Omnibus Budget Reconciliation Act of 1985, commonly known as COBRA.

ARTICLE XVIII

Controversial Issues

18:01 Administrator's Responsibility

- (a) The Building Principal is recognized as the Administrator legally responsible for the scope of an educational unit being presented, and must remain sensitive to what is being taught in his/her building.
- (b) When a teacher confers with the appropriate administrator concerning the desirability of teaching a given issue, the latter must render a judgment as quickly as possible based upon:
 - (i) The importance of the issue
 - (ii) The maturity of the learner
 - (iii) The effectiveness of the teacher to deal with this specific issue
 - (iv) The impact on the individual, school and community
- (c) In the event that the appropriate administrator and teacher reach an impasse, the instructor and/or the appropriate administrator may seek counsel from the Association's P.P.R. and R. Committee.
- (d) Continued impasse will require that the issue be submitted to Stage 2 of the Grievance Procedure.

18:02 Protest of Parent or Citizen

- (a) In the event that a parent or citizen protests the treatment of the issue, the following steps are to be taken:
 - (i) The protesting party shall meet to discuss the issue with the teacher, the appropriate administrator and, if the teacher so desires, the P.P.R. and R. Committee.

ARTICLE XVIII (continued)

- (ii) If the agreement cannot be reached at the building level and the parent or citizen pursues the issue informally, a conference will be held with the Superintendent of Schools, teacher and parent. The Superintendent will attempt to resolve the differences of opinion in a counseling session. In every case, the Association's P.P.R. and R. Committee or its representative must be present if the teacher so requests.
 - (b) If the teacher feels aggrieved as a result of the action taken under Paragraph (a), immediately above, the teacher and/or the Association may file a grievance under the Grievance Procedure at Stage 2.
 - (c) Ultimately, if an unresolved case reaches the Board of Education, a hearing shall be scheduled at which time the teacher and the protesting party shall be afforded the opportunity to speak.
- 18:03 The Board of Education assures their support of any administrator who has been subjected to undue criticism and biased pressure from individuals and organizations.

ARTICLE XIX

Administrator's Work Year

19:01 Elementary Principals, Assistant Principals

Elementary and Assistant Principals shall be employed for a period of eleven (11) months, from September 1 to June 30 inclusively, plus the first ten (10) days of July, exclusive of holidays and the last ten (10) working days in August. During the regular school year, administrators in this category shall observe such holidays and recess periods as are set forth in the teachers' calendar (Ref 904C pg. 16).

19:02 12 Month Administrators

All 12 month administrators shall work a yearly calendar of 260 workdays. They shall be entitled to all district designated holidays (14) and shall receive 25 vacation days. The window for the use of unused vacation commences on the first day of the retirement incentive window. Vacation not taken will be forfeited unless restricted by the District.

Any 12 month administrator called back from vacation or not allowed to use all vacation days shall be paid per diem for each lost day.

Administrators with five days or less of unused vacation days will be allowed to carry over up to five days. These days must be used by September 1 of the following year. Administrators with over five days but no more than ten days unused vacation days will be allowed to carry over these days and use them by June 30 of the following year.

ARTICLE XX

Conditions of Employment

20:01 Conditions of Employment - Non-Tenured Administrators

- (a) Upon appointment to an administrative position, the administrator serves a three (3) year probationary period.
- (b) Notification for administrators who are eligible for tenure shall be no later than April 1 of the year in which he or she becomes eligible for tenure.
- (c) If the Superintendent of Schools does not intend to recommend an administrator for tenure, the Superintendent shall notify the administrator no later than ninety (90) days prior to the expiration of the third (3rd) probationary year.

ARTICLE XXI

Salary Schedule

SCHEDULE "A" **SECONDARY PRINCIPALS/CENTRAL OFFICE**

	2008 – 2009 1.9%	2009 – 2010 1.3%	2010 - 1011 1.3%
STEP	GROUP IV		
1	\$78,621	\$79,643	\$80,678
2	\$81,788	\$82,851	\$83,928
3	\$84,956	\$86,060	\$87,179
4	\$88,122	\$89,268	\$90,428
5	\$91,289	\$92,476	\$93,678
6	\$94,457	\$95,685	\$96,929
7	\$97,624	\$98,893	\$100,179
8	\$100,788	\$102,098	\$103,425
9	\$103,957	\$105,308	\$106,677
10	\$107,124	\$108,517	\$109,928

- 1 Effective 7/1/03, an annual stipend of \$1,500 will be paid to the Middle School Principals.
- 2 An annual stipend of \$2,500 will be paid for the position of a single high-school principal if reinstated by the district.
- 3 Longevity for 15 years: \$800
Longevity for 20 years of approved educational service: \$1,000
Longevity for 25 years of approved educational service: \$1,200
Longevity for 30 years of approved educational service: \$1,500
- 4 Doctoral degree from accredited college/university: \$2000. \$3,000 retroactive to 11/25/08.
- 5 Part-time positions shall be compensated on a pro-rata basis.
- 6 When an administrator serves on any committee where members of other bargaining units are remunerated for their service, said administrator will be remunerated at the rate paid for participation on the Committee for Academic Excellence.
- 7 All longevity payments begin at the start of the year.
- 8 Longevity payments for administrators hired after July 1, 2000 shall be limited to Utica City School District service.
- 9 Per Memorandum of Agreement of May 30, 2007, annual stipends of Five Thousand Dollars (\$5,000.00) shall be paid to the Director of Secondary Education, Director of Elementary Education and Director of Special Programs.

SCHEDULE "B" **ELEMENTARY PRINCIPALS**

	2008 - 2009	2009 - 2010	2010 - 2011
	1.9%	1.3%	1.3%
STEP	GROUP II		
1	\$64,910	\$65,754	\$66,609
2	\$68,727	\$69,620	\$70,525
3	\$72,546	\$73,489	\$74,444
4	\$76,363	\$ 77,356	\$78,362
5	\$80,181	\$81,223	\$82,290
6	\$83,998	\$85,090	\$86,196
7	\$87,815	\$88,957	\$90,113
8	\$91,633	\$92,824	\$94,031
9	\$95,451	\$96,692	\$97,949
10	\$99,269	\$100,559	\$101,866

- 1 Effective 7/1/03, an annual stipend of \$1,500 will be paid to the Middle School Principals.
- 2 An annual stipend of \$2,500 will be paid for the position of a single high-school principal if reinstated by the district.
- 3 Longevity for 15 years: \$800
Longevity for 20 years of approved educational service: \$1,000
Longevity for 25 years of approved educational service: \$1,200
Longevity for 30 years of approved educational service: \$1,500
- 4 Doctoral degree from accredited college/university: \$2000. \$3,000 retroactive to 11/25/08.
- 5 Part-time positions shall be compensated on a pro-rata basis.
- 6 When an administrator serves on any committee where members of other bargaining units are remunerated for their service, said administrator will be remunerated at the rate paid for participation on the Committee for Academic Excellence.
- 7 All longevity payments begin at the start of the year.
- 8 Longevity payments for administrators hired after July 1, 2000 shall be limited to Utica City School District service.
- 9 Per Memorandum of Agreement of May 30, 2007, annual stipends of Five Thousand Dollars (\$5,000.00) shall be paid to the Director of Secondary Education, Director of Elementary Education and Director of Special Programs.

SCHEDULE "B"
ASSISTANT PRINCIPALS

	2008 - 2009	2009 - 2010	2010 - 2011
	1.9%	1.3%	1.3%
STEP	GROUP IIA		
1	\$62,231	\$63,040	\$63,860
2	\$65,546	\$66,398	\$67,261
3	\$68,732	\$69,626	\$70,531
4	\$71,979	\$72,915	\$73,863
5	\$75,230	\$76,208	\$77,199
6	\$78,477	\$79,497	\$80,530
7	\$81,727	\$82,789	\$83,865
8	\$84,975	\$86,080	\$87,199
9	\$88,226	\$89,373	\$90,535
10	\$91,480	\$92,669	\$93,874

- 1 Effective 7/1/03, an annual stipend of \$1,500 will be paid to the Middle School Principals.
- 2 An annual stipend of \$2,500 will be paid for the position of a single high-school principal if reinstated by the district.
- 3 Longevity for 15 years: \$800
Longevity for 20 years of approved educational service: \$1,000
Longevity for 25 years of approved educational service: \$1,200
Longevity for 30 years of approved educational service: \$1,500
- 4 Doctoral degree from accredited college/university: \$2000. \$3,000 retroactive to 11/25/08.
- 5 Part-time positions shall be compensated on a pro-rata basis.
- 6 When an administrator serves on any committee where members of other bargaining units are remunerated for their service, said administrator will be remunerated at the rate paid for participation on the Committee for Academic Excellence.
- 7 All longevity payments begin at the start of the year.
- 8 Longevity payments for administrators hired after July 1, 2000 shall be limited to Utica City School District service.
- 9 Per Memorandum of Agreement of May 30, 2007, annual stipends of Five Thousand Dollars (\$5,000.00) shall be paid to the Director of Secondary Education, Director of Elementary Education and Director of Special Programs.

UAA SALARY SCHEDULE

12-Month Civil Service

	2008 - 2009	2009 - 2010	2010 - 2011
	1.9%	1.3%	1.3%
STEP			
1	\$54,629	\$55,339	\$56,058
2	\$56,812	\$57,551	\$58,299
3	\$58,998	\$59,765	\$60,542
4	\$61,184	\$61,979	\$62,785
5	\$63,369	\$64,193	\$65,028
6	\$65,554	\$66,406	\$67,269
7	\$67,739	\$68,620	\$69,512
8	\$69,923	\$70,832	\$71,753
9	\$72,111	\$73,048	\$73,998
10	\$74,295	\$75,261	\$76,239

ARTICLE XXII

Tax Sheltered Annuity

22:00

- (a) Participants may withdraw at any time upon thirty (30) days notice in writing.
- (b) Participants moving from one classification to another classification may enroll at any time.
- (c) Participants, upon entering the UAA bargaining unit, may enroll in a tax shelter annuity plan at any time.
- (d) The Board shall grant the active professional staff the opportunity to participate in any annuity program, at such time as the district has the computer capacity to do so. There shall be two open enrollment periods, the first five (5) days of January and the first five (5) days of July.

ARTICLE XXIII

Non-Discrimination

23:01 The District hereby agrees not to refuse to hire or discharge any employee or otherwise discriminate against any individual with respect to his/her compensation, terms and/or conditions of employment because of race, creed, color, sex, age, handicap or national origin.

It is further understood and agreed upon that nothing will be done to limit, segregate or otherwise classify employees in any way that would deprive or tend to deprive any individual of his/her employment opportunities or otherwise adversely affect his/her status as an employee because of his race, creed, color, sex, age, handicap or national origin. The UAA also agrees that it will not discriminate because of race, creed, color, sex, age, handicap or national origin.

The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classification regardless of sex.

ARTICLE XXIV

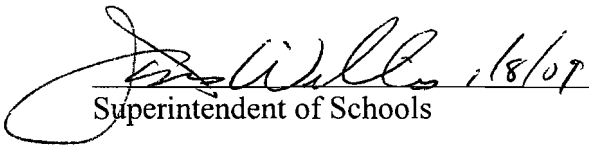
Duration of Agreement

24:01 This agreement settles in full all the demands of the UAA and the UAA agrees that it will make no further demands of any kind for the duration of this Agreement.

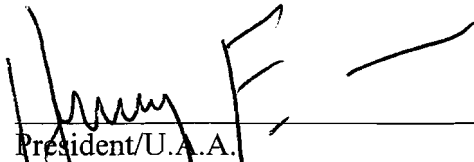
24:02 This Agreement shall become effective as of July 1, 2008, and shall remain in full force and effect through June 30, 2011, and until subsequently modified in a written Agreement between the parties.

FOR THE UTICA CITY
SCHOOL DISTRICT

FOR THE UTICA ADMINISTRATORS
ASSOCIATION

 1/8/09

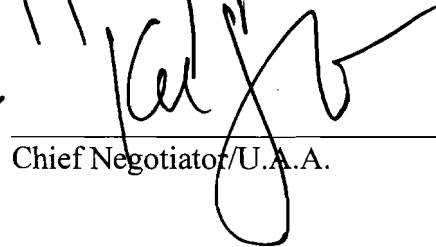
Superintendent of Schools



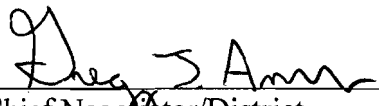
President/U.A.A.

 1-13-09

President, Board of Education



Chief Negotiator/U.A.A.



Chief Negotiator/District

**MEMORANDUM OF AGREEMENT BETWEEN THE
UTICA ADMINISTRATORS ASSOCIATION
AND THE SUPERINTENDENT
OF THE UTICA CITY SCHOOL DISTRICT**

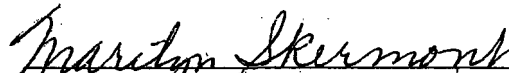
The parties agree that the Utica City School District shall provide group health insurance coverage for the members of the Utica Administrators Association and their dependents as defined under the terms and conditions of the Municipal Employer Participation Agreement of the NYS Teamsters Council Health and Hospital Fund.

Coverage shall continue to be made available to the members of the Utica Administrators Association for the duration of the participation agreement with the NYS Teamsters council Health and Hospital Fund. Employee premium contributions percentages shall continue as contained under Article 17 of the current collective bargaining agreement.

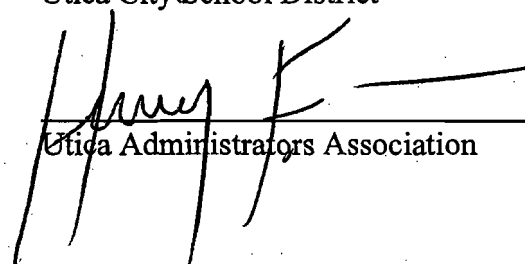
If the participation agreement with NYS Teamsters Council Health and Hospital Fund is terminated, insurance coverage will be governed by the terms of the current collective bargaining agreement.

Implementation of this coverage shall occur within a reasonable time period following final approval between the District and the NYS Teamsters Council Health and Hospital Fund.

Date: 6-22-07


Marilyn Skermon
Utica City School District

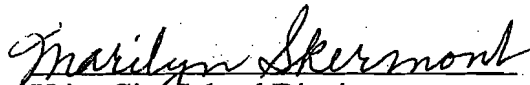
Date: 6-21-07


Henry F. [unclear]
Utica Administrators Association

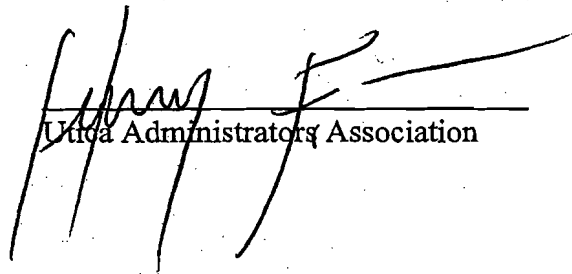
**MEMORANDUM OF AGREEMENT BETWEEN THE
UTICA ADMINISTRATORS ASSOCIATION
AND THE SUPERINTENDENT
OF THE UTICA CITY SCHOOL DISTRICT**

The parties herein agree upon acceptance by all District bargaining units that at the discretion of the District, bargaining unit employees will receive payment of wages on the 15th and 30th of each month. If either of these dates falls on a Saturday, Sunday or holiday the paycheck will be distributed on the last workday prior to the scheduled payday.

Date: 6-22-07


Marilyn Skersmont
Utica City School District

Date: 6-21-07


Utica Administrators Association

